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The Attempt to Seize the American Historical Review. Rejoinder to Professor Albert Bushnell Hart

By

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An Open Letter to Professor Andrew C. McLaughlin, Chairman of the Committee of Nine

By

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Being Part II of Why the American Historical Association Needs Thorough Reorganization.

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TO THE MEMBERS OF THE AMERICAN HISTORICAL ASSOCIATION

Introduction

Six months ago the active reformers were relatively few. At first the greatest obstacles to arousing activity were ties of interest and friendship, which served as a prejudice against change. Now it would be difficult to find five persons outside the oligarchy who would venture to deny that there is a crying need for many reforms, although there is still another chapter of irregularities to be laid before the Association, a little later.

Nearly all the work of the ruling group had been carried on behind closed doors, while publicly there were great pretences of self-sacrifice and superior wisdom. But the disclosure of damaging facts—especially in connection with the *Review*—soon "changed all that." Since then the ring have been on the defensive—beating a retreat with not enough defenders to keep up a respectable rear-guard action. Yet they still hope to escape and to be able to entrench themselves and maintain a considerable portion of their power by the aid of the committee on nominations and of the committee of nine.

Knowing how these committees were made up, we easily foretold what they would do. Their subsequent actions have justified our judgments and predictions: **the committee on nominations has manifested its intention to support the condemned practice of taking the candidate for the presidency from the editorial ring, and the committee of nine planned to keep the members of the Association in complete ignorance of its proposals until almost the moment when they must be voted on.**

It is for the 3,000 members of the Association to say how long they will tolerate such opposition to reform. We have not forgotten our pledges and beg to repeat: "We do not presume to hold a brief for our fellow-members. Being free from restraining ties, and not afraid to investigate and speak out, we have in the past expressed our disinterested opinions and we shall continue to do so in the future. Our friends are entitled to know that by no aid or sympathy of ours shall self-seekers succeed self-seekers. Our sole aim is to help forward a thorough-going reform, so that the Association may become master of itself and [nominate and] elect its own officers."

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December 6, 1915.

THE ATTEMPT TO SEIZE
THE AMERICAN HISTORICAL REVIEW.

We may be sure that in the history of magazine literature in America the strange attempt of certain members of the editorial board to make the *American Historical Review* their private property will be a *cause célèbre.*

I. *The Founding of the Review,* 1895.

In compliance with an invitation from members of several universities, twenty-five men and Martha J. Lamb met in the library of the Reform Club in New York City, April 6, 1895, and outlined a plan for founding the *American Historical Review.* What may be considered the official account of this meeting, written by Prof. Hart within a few hours after its adjournment, and appearing in the *Nation* of April 11, 1895, says: "The conference voted to create a board of advisory editors, to be responsible to the guarantors;[1] that board to arrange for publication and to select a managing-editor. The persons chosen for the preliminary term of one year were Profs. George B. Adams of Yale, McMaster of Pennsylvania, Sloane of Princeton, Morse Stephens of Cornell, and Hart of Harvard." It was decided that a Western member should later be added, and this was done.

All the founders, so far as the present writer and some others present can recollect or have been able to learn, were members of the American Historical Association. At no time has any one not a member been connected with the *Review,* except in a purely business relationship or possibly, in the case of a few generous donors to the guarantee fund. Accordingly, it was generally expected that the *Review* would become the property and organ of the American Historical Association as soon as the experimental period passed.[2]

But it was deemed best that the Association should not undertake the experiment when private persons could be induced to do so. In the beginning we thought that $2,000 annually for three years would give the *Review* a fair start, and that this amount could surely be obtained in small sums from the founders and others of moderate means who had a special interest in history, and in contributions from several liberal men of wealth outside.[3] It was expected that any other financial requirements could be obtained from ordinary subscriptions and advertising. The original plans were developed and the enterprise

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[1] "The board holds itself responsible to them [the guarantors] for the conduct of the *Review,*" said the call for subscriptions.—Cited, Jameson to Bancroft, Dec. 2, 1914.

[2] "I may say that personally this [provision for the *Review* by the American Historical Association] had been my opinion from the beginning, and I have no doubt the same thing is true of other members of the board."—G. B. Adams to Bancroft, Nov. 12, 1915.

[3] The more common guaranty was a pledge of a three-year's subscription at the price of $5.00 annually. Several rich men gave a few hundred dollars each. Precise details cannot be given on this subject because the editorial board has denied my request to see the official records. I shall later deal with this and similar offences against the rights of all members of the Association.

brought to a successful start by the issue of the first number of the *Review* in October, 1895.

Meantime, in June, 1895, the board of editors had made such a contract with the Macmillan Company for the publication of the *Review* as one would expect in the circumstances. The members of the board invested nothing and assumed no liabilities, unless guarantors. The contract expressly provided: "In the event of a loss, however, the publishers shall during the continuance of this contract, *i.e.*, for the term of three years meet such net loss at their own expense."[4] The duties of the board of editors and of the managing-editor were exactly of the kind that such officers usually perform: they looked out for the literary material and directed all but the strictly business features of the enterprise.

II. *The Guaranty Agreement*, 1895

In December, 1895, the guarantors, who were the original founders, with numerous additions, met and completed the organization. The one-year term of the editorial board having nearly expired, it was important to adopt a system that would continue without break, to suit the number on the board and make the management continuous. A six-year term, with an annual vacancy in rotation, was arranged. But the guarantors continued in absolute control of everything. They supplied the funds, heard and judged reports, and chose the editors as terms expired. There was not a shadow of implication of ownership on the part of the editors.

There is and can be no question as to the facts, or, in a general way, as to the situation under the guaranty arrangement. It was not in any proper sense a business enterprise, or an undertaking for the personal benefit of any one. The editors were but a small committee selected in this informal way to carry out the purpose which brought the founders and guarantors together. Their duties were so clear, the origin and objects of their particular powers so obvious, and their management of the *Review* so thoroughly representative, that it was not necessary to fix all this in carefully prepared legal documents, beyond providing for the machinery and financial obligations of publication.

The board of editors, in representing the guarantors, had large discretion in matters relating to the *Review*, because only through such a board or committee could the numerous persons acting as guarantors establish and carry on the *Review*. There are no facts showing original private ownership in the board of editors. The particular persons who composed the original board did not propose to the guarantors that for a certain subvention they should undertake to establish and carry on the *Review*. The original board were themselves of the guarantors and did not deal, nor under the arrangement could they have dealt, at arm's length with the guarantors, or assert an interest in the *Review* against the guarantors. Under the guaranty arrangement, if there had been financial loss, it would not have fallen upon the editors except as they were guarantors and to the extent of their guaranty, precisely as upon the other guarantors. In fact, as already mentioned, the contract expressly protected the editors against loss. If there had been profit, it would not have gone to the editors, but, if not to the publisher, to

[4] End of Sec. III.

those who bore the financial responsibility of the enterprise—the guarantors. Of course it made no difference that the board had a treasury and paid out funds from it. That fund, and the contract for publication which the editors made, were all part of the arrangement, and no one of the editors more than any other guarantor had the slightest personal interest or ownership.

In developing the enterprise and carrying it on the board had a right to do the the things that were properly a part of their duties. They were given no salaries because the undertaking was not for financial purposes and because there were ample compensations in academic associations and in personal honors and influence.

Before the end of 1897, the *Review* was well started and was approaching a self-paying basis. Six or eight hundred additional subscribers would assure success, and the American Historical Association could supply them. The period of financial risk having passed, the logical and natural thing was to look to the Association, where those interested in the *Review* met on common ground with many who had not yet subscribed for it. As the end of the three years' guaranty was not many months off, the problem was to invent a plan that would assure the *Review* a permanent existence and the greatest representative importance. The existing organization might continue in the future just as in the past, with the difference that the ownership would pass from the relatively few guarantors to an Association of 1,200 persons. The only difficulty was to devise a scheme not incurring financial risk or otherwise interfering with the well-established ideals and functions of the American Historical Association.

III. *Adoption of the Review by the Association*, 1898.

At the Cleveland meeting in December, 1897, the board proposed a plan whose important features were, (*a*) to increase the annual dues to $5.00 to enable the Association to make additional expenditures; (*b*) to pay the publisher $2.00 a year for every member so that the *Review* should otherwise be obtained free by all; and (*c*) the Council of the Association to suceed to the place of the guarantors in electing the board of editors. Here was a proposal to put in the place of the three-year guaranty an indefinite guaranty of about $2,400 a year, without further liability and with the power to control the enterprise assured by the right of the Association, through its Council, to elect the board of editors.

Because the whole Association had not known of this plan, decision on the main questions was postponed to the next annual meeting, at New Haven, December, 1898. But as the guaranty period and fund would end with the issue of the *Review* for July, 1898, the Association voted to supply each of its members with the *Review* for October, 1898, and January, 1899, pending final action. Because apparently all the guarantors wished the Association to become their successors, no new guaranty on their part seems to have been attempted or thought necessary.

At New Haven, December, 1898, the proposition made at Cleveland was accepted with only slight changes: it was found unnecessary to increase the annual dues from $3.00 to $5.00; and a fourth clause provided that the contract might be terminated on a year's notice by either the Association, the publisher, or the board of editors.

The account of the New Haven meeting published in the April, 1899, number of the *Review* indicates that the board of editors themselves then considered that the proposition accepted at New Haven was virtually the same as had been proposed at Cleveland. And it concludes by saying: "By this generous action on the part of the Association the *Review* is assured of permanence, while its editors retain all desirable freedom of action."[5] If the intent had been to show that the editors were given a new status, then the language would not have been "retain" but *acquire* "all desirable freedom of action." What was plainly meant, because it was the fact, was that, notwithstanding the change of principals and the adoption of the *Review* by the Association, the old methods and duties of the board of editors would continue, for the separate treasury and the contract with the publisher were not to be interfered with.

This arrangement has continued unchanged, and under it, as under the guaranty, the editors are not opposite parties to the Association, in which they are members, or to the Council, which, under the agreement, has the right to select them and their successors. No particular editor has ever had, or has ever openly claimed to have, a personal financial interest in, or a personal ownership of, the *Review* for which on his retirement, whether voluntary or because of non-reëlection, he would have to be compensated before he ceased to be a member of the board. On the contrary, they have always acted, or ought to have acted, as representatives or trustees or agents for the founders, the guarantors or the American Historical Association.[6]

Three of the six persons who were editors during the early years—two of them fifteen and eighteen years, respectively—have told the

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[5]* * * "The treasurer's report, submitted at New Haven [Dec., 1898], showed that the funds of the society amounted to more than $11,000, and that they had increased about $1,500 during the preceding twelvemonth. Still better evidences of progress are presented by the new activities and responsibilities which the organization, while maintaining its traditional functions, is annually assuming. The foremost place among these new duties we may, without apology, assign to those which the society has undertaken with reference to the *American Historical Review*.

From its inception, in the summer of 1895, the *Review* was sustained by the aid of a three-year's guarantee on the part of a body of generous friends of historical learning. At the *Cleveland meeting of the American Historical Association proposals were made looking toward the substitution of that body for the Association of Guarantors*, or toward securing, upon some other basis, the benefits of union. While favoring the general project, the Association did not feel at liberty to commit its members to any definite plan without further opportunity to counsult them. Accordingly a vote was adopted whereby each member of the Association was to be supplied with the first two numbers of the *Review* issued after the expiration of the guarantee fund (those for October, 1898 and January, 1899) while *a definite decision of the question was postponed to the New Haven meeting*. Upon that occasion it was concluded, in view of the excellent showing made by the treasurer, that the Association could safely, without increasing its annual dues, *enter into the desired relations with the Review*. [The italics are the present writer's.] It was, therefore, agreed that the Association would subscribe for the *Review* for all its members, assuming, however, no further pecuniary responsibility; and that hereafter the members of the board of editors, as their terms expired, should be elected by the Council of the Association. This agreement may, upon one year's notice, be terminated by either party. By this generous action on the part of the Association the *Review* is assured of permanence, while its editors retain all desirable freedom of action."—4 *American Historical Review*, 409, April, 1899.

[6] There was a new contract between the publishers and the board of editors, in 1899, but this contract had no legal effect on the agreement of 1898.

present writer that they never heard of "editorial ownership" during the periods of their service. Others have been asked if they ever heard of it, and no one has vouchsafed a declaration that the claim had ever been even mentioned at any meeting of the board prior to 1914. Thrice in previous years the editors have turned over $300 to the treasury of the Association, and now $400 more—making $1,300 in all. This sum is the Association's return from its large annual payment to the publisher. And it is the editors' own recognition and interpretation of the contract, that the Association, not the board, is the owner. That the editors are named as parties and given the right to terminate the contract is *an error, of their own making, in the agreement*, not a fact of the relationship. The relationship is clear. The agreement should be made completely to express it, both financially and as to the facts. Making the contract two-party in form as it is in substance, or eliminating the clause giving the board the right to cancel the contract on a year's notice would do this. Thus the Association's ownership could no longer be questioned, and the editorial board would no longer be tempted by illusions.

IV. *Claims to Editorial Ownership and their Shallowness.*

The first known hint of editorial ownership was in a controversial letter of February 28, 1914, of Dr. Jameson to Prof. Latané, saying: "The *Review* is the property of the board of editors, not of the Association, and the contract made between the two provides that, the term of office of editors being six years, the Council of the Association may elect one editor each year." Again on March 5, 1914, Dr. Jameson wrote: "The *Review* existed for some years before it entered into any agreement with the American Historical Association. Its agreement provided that its board of editors should be elected, one per annum, for six-year terms, by the Executive Council, and that the *Review* should be sent regularly to all members of the Association; nothing more. The board has a separate treasury; makes its own organization; operates under an agreement with the publishers, *who have no agreement with the Association*, and has *made written arrangements with the Carnegie Institution with which the Association has nothing to do.*[7] The *Review* also has a subscription list of three or four hundred outside the list of members of the Association. The situation of the *History Teacher's Magazine* is not dissimilar.[8] No one has ever supposed it to be the property of the Association." And still later: "It has always been the theory of the board of editors that it [the *Review*] was their property, in so far as anybody could have property in it."[9] At the Council meetings in New York, November, 1914, and in Chicago, December, 1914, Dr. Jameson also declared that the *Review* belonged to the editors. On no one of these occasions nor on any other, so far as the present writer knows, has any of the present members of the board of editors, except Prof. Becker, ever denied Dr. Jameson's claim. At the recent meeting of the Council in New York, November 27, 1915, all members of the board present were challenged to dispute the claim, but not one did so.

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[7] Note the part italicized by the present writer.

[8] This magazine is said to belong to the McKinley Publishing Company.

[9] Jameson to E. A. Bancroft, Jan. 11, 1915. Carbon copy sent to F. B. at the time.

Neither Dr. Jameson nor any one else has explained how or when editorial ownership came about. Nevertheless, he and other members of the board continue to assume that the *Review* belongs to them, although at least 99% of the members of the Association believe otherwise and are determined that all claims to private ownership shall be dropped.

Because records, or even positive acts, indicating a transfer of ownership are lacking, and because of certain signs and occurrences,—some of which the board of editors thought they could explain, and some they know they cannot explain, but which they hope mean all the more on that account,—they have coolly undertaken to put the burden of proof on the Association, while holding to their baseless claim. One or two seem to fancy that the *Review* came to them as a sort of literary treasure-trove or salvage. Their most self-convincing plea is that the *Review* was "never an asset but a liability;" and, therefore, whether they seized it for themselves, or it seized them, as a helpless, hungry orphan might, there was nothing wrong about the attempted seizure, because the property was not financially profitable!

Perhaps the most commonly alleged evidence of their ownership is the fact that there were several hundred subscribers outside of the Association. The *Historical Statement Concerning the American Historical Review* carefully avoids mentioning that these are mainly libraries and learned societies. That these outside subscriptions were still more numerous when the ownership and supremacy of the guarantors were unquestioned, is also ignored. And thus "owning" this much is conclusive evidence of "owning" all! They seem also to think that property that is unprofitable may be taken by a trustee at will; and if, on the other hand, it has a considerable increment of growth or profit, this also is evidence that both the increment and the whole belong to the trustees. "Heads I win, and tails you lose" was never more perfectly illustrated.

Another fact strongly urged is that a legal right is based on the thrice over-estimated value of Carnegie Institution's contribution of the services of the managing-editor, etc. This is still a mysterious relationship and the source of our most lamentable disagreements. This argument fails because the Council either directly or indirectly might decide that the present managing-editor should not be reëlected or that the relationship with Carnegie Institution should not be continued. Then the contribution would cease, and its past value would, if the editorial claim were sound, accrue to a wholly or partially new editorial board who might have contributed nothing whatever to its value. This is a patent absurdity. Every one knows that a voluntary contribution never establishes a legal right. If a trustee of a college, of an art gallery, of a hospital or of any enterprise should directly or indirectly make an annual donation, these donations, whether in money or service or good-will, would not in a century establish a penny's worth of ownership in the donor.

But what most puzzles those who know no more than the very incomplete *Historical Statement* and Dr. Jameson have told them, is the fact that in the agreement of 1898 the Association limited its liability to $2.00 annually for each member, and in exchange received an equal number of copies of the *Review* and acquired control over the enterprise through the right to elect the editorial board. If the Association acquired ownership,

why did it shun unlimited liability? triumphantly asks one editorial reasoner after another. No question could be easier. Limited liability sufficed for the exercise of all the rights while it precluded the element of risk. Moreover, *limited liability was all that the guarantors ever had, and there cannot be a particle of room to doubt that the guarantors were indeed the owners.* The publishers assumed the remainder of the liability; and as this arrangement has been profitable to both parties, it has been continued. We should have been inexcusably dull if we had not benefited by the example of the guarantors, our predecessors.

Nothing could be more absurd in law than the three-cornered contract of 1898, giving the board of editors, the agents, a right to annul a contract against their principal, the Association. This absurdity came directly from the board of editors, and as they already controlled the Association it was easily put through. The defect of this agreement is that it gives to the board power to cancel the contract, as if dealing at arm's length with the Association, instead of being, as the agreement makes them, its nominees and representatives. This solecism in law furnishes the sole basis for the legal claim of ownership; and it is this error, which does not represent the fact, that should promptly and voluntarily and in good spirit be corrected by a public disavowal of all claim to ownership on the part of the editorial board. That, and nothing less, would quickly end this needless dispute.

FREDERIC BANCROFT.

REJOINDER TO PROFESSOR HART.

The pamphlet that Prof. Latané, Dr. Rowland and I sent out July 1, 1915, explaining "Why the American Historical Association Needs Thorough Reorganization" holds the present leaders of the ring in that Association—Dr. Jameson, Profs. McLaughlin, Turner and Burr—responsible for most of the deplorable conditions that exist. They have repeatedly been challenged publicly to defend their acts. Knowing that the charges are true, they have been very slow and chary in attempting to answer them. But as some public denial finally became necessary, they enlisted Prof. Hart. His letter aptly entitled "A Few Facts,"—for only a few of the facts are stated,—appeared in the *Nation* of September 30th. It is the facts carefully omitted that are important. We welcome this contribution as exemplifying the best excuse that can be made for the indefensible practices and claims that we have exposed.

I

Attempted replies to indictments should disprove them instead of "straw-men," fabricated for easy refutation. In our pamphlet we made **ten substantial charges, as follows:—**

1. That bills presented and paid for traveling expenses to the November meeting of the Council have often been without system and excessive—some were enough to cover all expenses whatsoever for several days.[1]

2. That to chairmen of program committees were given expensive junkets, without authority or official knowledge of the Council or of the Association, after their programs had been printed.[2]

3. That in five years $285 were spent for luncheons at the Metropolitan Club in New York without the slightest warrant by the Association or even by the Council itself. Few but members of the ring knew the facts.[3]

4. That the editorial board had annually called meetings in May, November and December so that traveling expenses could be obtained to both the business meeting of the Council and to the annual meeting of the Association; and that "for these needless and profoundly secret December meetings alone the board has drawn from the "Review's" treasury over $2,000."[4]

5. That Prof. Burr and Dr. Jameson for several weeks tried to avoid giving copies of the accounts[5] and Dr. Jameson endeavored to stop my investigations.

6. That almost continuously for twenty years the editorial board, composed of a representative from Carnegie Institution, Harvard, Yale, Columbia, Cornell, and Chicago, maintained a combination by which they kept themselves in office.[6]

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[1] *Why the American Historical Association Needs Thorough Reorganization*, pp. 4, 5.
[2] *Ibid.*, 5.
[3] *Ibid.*, 5.
[4] *Ibid.*, 6, 7.
[5] *Ibid.*, 12, 13.
[6] *Ibid.*, 8.

7. That wholly without warrant, the editorial board had set up a claim to the private ownership of the "Review," and had used it and its funds as their personal property.[7]

8. That at the Council meeting in Chicago the leaders of the editorial ring defeated a plan to eliminate this baseless claim.[8]

9. That the ring and the ruling group had maintained ascendency by putting themselves, their beholden beneficiaries, subordinates and academic associates on special committees, so as to prevent independent and fair consideration of reform.[9]

10. That through its control of the machinery the ring caused Prof. McLaughlin, one of its oldest and most blameworthy members, to be placed and retained at the head of a reform committee.[10]

II

Prof. Hart did not even attempt to refute more than three of these charges. First, he denies that a ring, an "oligarchy," has run the Association and the *Review*. It must have amazed all well-informed members of the Association to see him resorting to that old, evasive device of attempting refutation by merely naming about fifteen illustrious persons, long out of office, most of them deceased, and not one of the really illustrious has been conspicuous in the management of the Association during the period known to be under consideration. We have neither charged nor thought of these men as having the slightest responsibility for the present ills of the Association,—any more than we have considered in their class one or two persons whom Prof. Hart has associated with them in the hope of giving prestige to the unillustrious. Not one of the truly illustrious seems ever to have drawn a cent from the treasury of the Association or of the *Review*; was ever on the editorial board, or ever sought to get or to retain an office either for himself or for a favorite. The venerable and venerated survivors of a period when the offices sought the men will be duly grateful to Prof. Hart for misrepresenting them as charged with offences, so that he and others can hide behind them.

Except Prof. Burr, not the men named but those unnamed—the present and the past leaders of the editorial ring—including Prof. Hart, are the persons held responsible. In turn, most of them have kept themselves for half a working lifetime on the *Review*, have put themselves through all the high offices of the Association, and have secretly drawn on the *Review's* treasury to go to the annual meetings of the Association. Dr. Jameson has served on the *Review* for twenty-one years; Profs. McLaughlin and Hart were there fifteen years each, and two others, seventeen and eighteen years, respectively. In behalf of at least one of the actual ring, promotion to the presidency is now asserted to be a prescriptive right! Representatives of the big universities, Harvard, Columbia, Cornell and Chicago, have held office from twenty to twenty-one years and Yale eighteen years. Since the board of editors fixed up the secret arrangement with the Carnegie department of historical research, the director's office has constantly been

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[7] *Ibid.*, 9.
[8] *Ibid.*, 10.
[9] *Ibid.*, 10, 11.
[10] *Ibid.*, 11, and my letter in *Nation* of Sept. 16.

the centre of this oligarchy, and there is a desperate struggle to keep it so.

But bless you! cries Prof. Hart, you conceal the fact that chairmen of committees have been allowed to appear at the Council meetings and, without voting, talk about the questions expressly pertaining to their committees. Must a Harvard Professor of Government be reminded that the criterion of an oligarchy is the number that rules, not that talk? And there has been a general and well-founded complaint that favoritism and service to the ring have kept chairmen long in office. I know from my own experience and from the written and oral statements of former members of the Council that the ring has usually made up plans long before the Council met, and then pushed them through.

To deny that an oligarchy has ruled for many years is to deny what is notorious. And at the Council meeting in New York in November, 1914, Prof. Hart himself made a very tremulous, but somewhat general, appeal for less oligarchical rule in the Association, and on April 9, 1915, he wrote to me: "I think the affairs and honors of the Association have been in too few hands, and I feel free to say so because I have been one of the bunch."

Prof. Hart is sure that there has been no boss-and-ring rule, because, as he says, he tried to boss things and failed! No one will doubt either; but the failure was not his fault, for the good "dean" carried the plum-baskets of both the Carnegie department of historical research and of the *American Historical Review*. Almost anybody could boss things if allowed such advantages in addition to running the editorial ring, having the secretary of the Association as a subordinate and his own office as the Association's clearing-house.

And how could Prof. Hart's denials be made more ludicrous than by his accusing us of a charge we did not make—namely, that the "vice-presidencies and presidencies have usually gone to Professors of History"—and then himself admitting *that the charge was well-founded by adding:* "That is the only accusation that sticks!"

The reformers have often regaled themselves over the ever-blooming conceit of the oligarchy, that no reform is good unless the ring approves and controls it and no indictment holds unless the accused choose to admit it!

Prof. Hart's second venture at refutation deals with two points: first, the relationship between the Carnegie department of historical research and the Association; and, secondly, the charge that the editorial board have usurped powers belonging to the Association.

In our pamphlet we speak of the first as a mystery about which we have "in vain sought specific and official information." Prof. Hart says: "That arrangement, known to anybody interested enough to ask, is the agreement about which Dr. Bancroft says that he has 'in vain sought specific information.'" I said not only "specific," but "official." I already had a copy of Dr. Jameson's letter in which he says that the **board of editors had "made written arrangements with Carnegie Institution with which the Association has nothing to do."** [11] On the highest unofficial authority I had been informed that "*all that could be obtained by the editors was an understanding, never reduced to writing or to any precise from of words, that the head of the bureau of*

[11] See *ante* p. 24.

historical research and the managing-editor of the *Review* should *be the same person.* [The italics are mine.] This was a sort of 'gentleman' agreement,' and as such it has continued ever since." This and more convinced me that the Association should officially know all the facts. I in vain sought information from the secretary of the Association and from the secretary of the editorial board. I applied to still another—to Prof. Hart. I had twice to write very precise questions before I could draw him to the point. Then he answered, January 8, 1915: "At the expiration of the three years guarantee period a somewhat complicated agreement was made (practically through Prof. Sloane) between the Carnegie Institution, the Historical Association, and the then editors of the *Review*, by which the Carnegie people subsidized the editor, and the *Review* [*sic*, but he must mean *Association*] subsidized the manufacture of the *Review*—that is substantially what it came to. The old arrangement and the old rights then determined." Thus the witness deposeth that the arrangement was (1) a "somewhat complicated agreement," and (2) that "the old arrangement and the old rights then determined." And the editorial board has recently felt compelled to issue a pamphlet because more light was needed. This pamphlet gives but part of what should be known. As those "written arrangements with Carnegie Institution"[12] have not yet been produced, the mystery still continues. Accordingly were we not entirely right in demanding official information?

A little farther on in the same letter he says: "The purpose of the six-partite combine [*i. e.*, the combination between the six members of the board from six universities] was simply to float the *Review.* Its management was now transferred to the general national association." Prof. Hart's sentences also show that he considers the *Review* to be the property of the Association. But he erroneously assumes that the contract of 1898 and the arrangement with Carnegie Institution in 1903 were simultaneous! The context indicates that he had the 1898 arrangement in mind. And on March 13, 1915, he told me that he had never heard of the editorial claim. Seven days later, referring to our conversation, I wrote: "To think that you had never heard that the editorial board claimed that the *Review* belonged to them struck me as supremely funny!"

The reader may well wonder why Prof. Hart was not retained for the prosecution instead of for the defence. The reason will soon appear.

III

Being barred from pleading the poor excuse of "editorial ownership" for calling meetings only thirty days apart, he must suggest other excuses. Both the November and the December meetings were necessary, we are assured, in order to prevent the *Review* from "inevitably becoming a one-man affair!" If the tendency to one-man power was so strong, why not have a new managing-editor? Has all their "joy-riding" saved the *Review* from one-man power and the dryness and monotony likely to accompany it?

Unmindful of what is proverbial—that two poor excuses are next to a confession—Prof. Hart adopts Prof. Burr's brilliant theory, that

[12] Ante p. 24.

the December meeting was necessary so as to select articles for the *Review*. Six or less members of the board, often going thousands of miles, each time at an expense of $150 to $200 to the *Review*, to hear papers that might, after careful revision to suit the *Review*, have been read at leisure in the library of each member of the board! Our exposure saved the *Review's* treasury from having to pay for a *search for articles* at the Panama-Exposition meeting. Yet the *Review* survives. And could it not advantageously survive a further curtailment of the old and discredited process of financial blood-letting?

Out of $2,000 spent in these needless meetings, and taken from the *Review's* treasury but belonging to the Association, Prof. Hart obtained $189.88, in amounts varying from $1.80, for going to the annual meeting at Providence, to $60 for going to that at New Orleans. And it was so important that the board should have a meeting at New York when he was president of the Association and had to go there to deliver his inaugural address, that he taxed the *Review* $7.50. Prof. Hart received from the treasury of the *Review* a total of $594.99, not counting what may have escaped record in lost or unitemized accounts. Does this look as if the only basis we had for our charge was "to pick out a bill for expenses of $19.50, which, according to his [my] figuring, should not have been more than $18.30?" We made no such reference; it is sheer misrepresentation. Shakespeare's soldier is not more "sudden and quick in quarrel" than Prof. Hart has been in putting in bills, but it took him over four months to pay his $3.25 for that ungrateful Council luncheon! It must now be evident why Prof. Hart ran into figures of speech about the nervous strain "between the flash of the shell and the explosion," and why the tension was relieved by the *departure* of the "Zeppelin," without making his record known.

Dr. Jameson and other members of the oligarchy seek to arouse sympathy by pretending that we have charged them with "petty grafting." And Prof. Hart variously refers to the facts that we have stated as if we had called them "defalcation," "petty thieving," and as if we had spoken of the offenders as "common swindlers." We have made and we make no such charges; we use no such epithets. On the contrary, we point out certain practices that have been adopted by members of the editorial board, which we think, for the good of the "Review" and of the American Historical Association, should be corrected. Instead of promptly admitting the need of correction, these practices are sought to be defended on the ground that the Association and its Council have no interest whatever in the funds of the *Review* or in their disposition at the pleasure of the board. **Who but the wilfully blind can fail to see that this is the gist of the entire controversy?**

Prof. Hart, with full knowledge, also misrepresents our charge as to Prof. Turner and the "big-university trust." The point was not that Prof. Turner was not fit for the board and his associates there, but quite the contrary: in the year he became a member of the board he drew $54 from the treasury of the *Review* to go to Indianapolis, *of course to search for articles* for the *Review*, and, incidentally, to deliver his inaugural address! We charged that Prof. Hart, wishing secretly to keep up Harvard's part in the big-university combination, caused Prof. Turner, still at Wisconsin University, to be chosen as his successor

on the board, knowing that Prof. Turner had accepted a call to Harvard Both orally and in writing, and with incidental details, Prof. Har tried to convince me that Prof. Turner had not already accepted call to Harvard when chosen. Only after learning that I had indis putable evidence did he write that he had made official inquiries an found that he was wrong.

Moreover, Prof. Hart pretends not to know that "the recen president" that had drawn $1,516.92 for traveling expenses from th *Review* alone and a total of $1,716.84,[13] aside from perhaps several hun dred more, in doubt on account of unitemized and lost records," refer to Prof. McLaughlin. The only other recent presidents of the Associa tion are Prof. Dunning and Col. Roosevelt, who could never have be come presidents but for the breaking of the ring's "slate"; and neithe of them, so far as I have been able to learn, has ever drawn one cen for expenses of any kind from the treasury of either the Association o of the *Review*. So it is with about 98% of the members of the Associa tion; and with them the ring will have to reckon.

Thus Prof. Hart. What a pity that he should have wasted on u poor dry-as-dusts his wealth of mixed figures, his confusion of facts an issues, his crescendo movement of unrighteous indignation and repudia tion. How his familiarity with everyday military affairs, his "Zep pelins," his "flash of the shell," his "cryptic," his "picric acid" an the rest, would have thrilled a girls' boarding-school! But which charge do they even touch?

FREDERIC BANCROFT.

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[13] *Ibid.*, 11.

AN OPEN LETTER

BALTIMORE, MD.,
NOVEMBER 30, 1915.

Prof. Andrew C. McLaughlin,
Chairman of Committee of Nine,
Chicago, Ill.

My dear Professor McLaughlin:

I have heard with much surprise from several sources that it is the ntention of the committee of nine to keep its conclusions secret until bout the time of the business meeting in Washington, so as to force the Association to accept your report without having an opportunity for ull consideration. For instance, Cox wrote to me directly after the neeting of the committee in October that "it was thought best to make o public statement until the business meeting of the Association." To Rowland he wrote at greater length as follows: "I am sure I don't want o disappoint you in regard to the work of our committee, but on the ther hand I am sure you wouldn't expect me to break a confidence that he majority had agreed to observe, wisely or unwisely, as the case may e. I can only say that our work is in such tentative shape that no one t this stage of procedure would care to bind himself absolutely to upport or reject it, and it was thought best to give every one the privlege of suspending judgment until our next meeting. Obviously this ould only occur in connection with the annual meeting. As I saw nothng in that proposal to cause a loss of confidence in the honesty and ntegrity of my fellow members, and as nothing occurred in our entire eliberations, extending over two days, to create such an impression, I greed to the restriction. . . . Of course, I can see how you, Bancroft nd Latané, to say nothing of others less prominent in the reform movenent, might well feel that we have not given you a fair chance to study ur report. Possibly we are still less fair to the greater number of our nembers, who have still less means of informing themselves of what is eally going on. Be this as it may, and I assure you I regret the necesty, I must still take the position already indicated."

Connor wrote to Rowland: "The committee of nine has not finished s work. We had some long and interesting discussions, developed each thers' views, instructed the secretary to submit copies of his notes to ach member of the committee for further study, and adjourned to eet again in Washington just before the meeting of the Association act finally. I think every point that has been brought out in the pub: discussions was gone into thoroughly. There seems to me to prevail the committee a general desire to recommend substantial reforms, it just what will be recommended I cannot yet undertake to say. The arious members appeared to be feeling their way, and there was some esitancy on the part of all of us to express final conclusions."

D. C. Munro wrote to me that Root had dropped in to see him at rinceton on his way back from the meeting of the committee, and he sured me from what he had learned from Root that the report when ished would be "thoroughly satisfactory." I wrote to Cox at once otesting emphatically against the proposal to keep the report secret ntil the business meeting, but so far I have had no reply from him.

What occurred was clearly foreseen, as is shown by the following

passage from a letter of October 8 from one of the reform leaders to one of the members of the committee: "Judging from what I know of most of the men and their usual methods, it seems to me altogether likely that, if they cannot overwhelm you with their sophistical pleas they will try to wrap you in secrecy and keep you as silent as a mummy in regard to what takes place. I should take careful note of everything that occurred and enter my firm protest against whatever I felt was clearly wrong, wholly regardless of the number against me; and I should consider, as I have in the Council, that my obligations were solely to the Association. Only because I did this are the character and the numerous irregularities of the ring and the 'oligarchy' correctly known."

The determination not to divulge your report until the business meeting can mean only one of two things: either that the ring hopes to put through a program "thoroughly satisfactory" to itself, without discussion but with the aid of its well disciplined cohorts, or that it plans, by not allowing time for adequate discussion, to secure postponement for another year, in the hope that the reform movement will by that time have spent its strength. If the reforms to be proposed by your committee amount to anything whatever, they should be made known and fully discussed in advance of any action by the Association. Do you really expect any body of men to act intelligently on changes of great moment without being given an opportunity to know in advance what they are to vote on? Your committee has been in existence for nearly a year, and it held a meeting—which it expects the Association to pay for—nearly two months ago, and yet nobody knows what the committee has decided to do—except, indeed, certain adherents of the ring who have undertaken to assure us that the report will be "thoroughly satisfactory."

As soon as I heard of the appointment of the committee of nine I suspected that it was all a scheme arranged in the interests of the ring and that no reforms would be adopted except such as might be necessary to save the ring and its allies. I considered it especially unfortunate not to say improper, that you, who had formerly been managing-editor of the *Review* and had enjoyed the benefits of the mysterious connection with the Carnegie Institution, should have been made chairman of a committee which was appointed to investigate the status of the *Review* and its relation to the Association. You wrote to me in January that you regretted very much your appointment on the committee and that you were not disposed to accept. Later I heard with much satisfaction from several sources that you had decided to resign from the committee. Why you did not follow your first impulse and decline to serve I do not know. The subsequent actions of the committee have all tended to confirm the original distrust which was felt by the reformers.

Several members of the committee of nine assured the reformers that they would be resolutely and openly for reform. We had some correspondence with several members of the committee and offered to confer with some of them. After the meeting of the committee the attitude of these men appeared to be entirely changed. Greatly to our astonishment, they reported in response to inquiries that no information could be given out until the annual meeting in Washington in December. Such a determination seems almost incredible. The reformers cannot be deluded by being told unofficially and privately that most of the

reforms proposed by them have been tentatively adopted. It seems that members of the committee have been allowed to say that much. Do you not see that every member of the Association should be given a fair chance and ample time to study the committee report before the annual meeting? Do you suppose that the Association is going to submit indefinitely to the "gum-shoe" methods that have prevailed for the past ten years?

By this unwarrantable scheme of delay you have demonstrated that the allegations made against the committee in general and against you in particular were too mild rather than too severe. Again the mere mention of the facts has caused your plans to crumble. Members of the ring in the Council pretended not to know your scheme, but when unquestionable evidence was presented they were unable to make a defence and advised that the report be printed. You will have to follow suit in order to escape the deluge.

I am sorry to have to write to you a letter of this kind, but I want you and the other officers of the Association to understand that we feel deep indignation at the repeated attempts of the editorial clique to suppress information and distort matters of record which should be at the disposal of every member of the Association. The methods of secrecy which have held sway in the affairs of the Association for several years are now a thing of the past. We know what our rights are, and we have decided to assert them. Neither the committee of nine nor the editorial ring can prevent us from being heard, and the sooner your committee decides to give the members of the Association a fair chance to consider its report, the better for all parties concerned.

Yours very sincerely,

(*Signed*) JOHN H. LATANÉ.

Postscript

That the leaders of the ring deprecate an open discussion of the charges against them was further demonstrated at the recent meeting of the Council in New York City. The report of the chairman of the editorial board was turned into a diatribe against the present writer. The plan was to *receive, accept and approve* this report and to express full confidence in the board of editors. Then oral accounts of crushing me could be spread broadcast by all members of the ruling group, while pocketing the report would make an effective reply to it impossible. No obstacle to putting through such a scheme was foreseen, for the editorial board is still master of the Council.

When I denounced this Star-Chamber method and warned all concerned that this plot would not be submitted to, those who hatched it dared not defend it. I then demanded to be furnished with a typewritten copy of the report and that it should be printed and sent to all members of the Association. This suggestion caused consternation. One after another urged that there was no money to pay for either. I offered to pay for both. Prof. Burr, in great distress, insisted that the report, which he had signed, was not fit to be printed and distributed. No one disputed that! Another suggested that if it was to be sent out, it ought first to be called back and revised. This could not be permitted. I asked to be allowed to have the report during the luncheon hour so as to prepare for an oral reply—but someone suggested that this would be dangerous, for I might have it copied!

After two hours had been wasted, the valiant schemers realized that to reject my demands would be suicidal. Finally, after dropping the word "approve," it was agreed that I should be supplied with a typewritten copy "as soon as possible" and that printed copies be sent to all members of the Association.

It took just a week for the secretary of the Council to put a copy of the report in my hands; for meantime, by a most inexcusable breach of trust, he had returned the original to its writer, Prof. Cheyney, and allowed him to keep it several days.

This report and some matters of great importance will be fully dealt with in the near future.

FREDERIC BANCROFT.